

PURCHASE ORDER TERMS AND CONDITIONS
(NOTE: Date of clause is that in effect on date of purchase order)

3.1-1 CLAUSES AND PROVISIONS INCORPORATED BY REFERENCE This screening information request (SIR) or contract, as applicable, incorporates by reference the provisions or clauses listed below with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make the full text available, or offerors and contractors may obtain the full text via Internet at: <http://conwrite.faa.gov> (on this web page, select "Search and View Clauses").

THE FOLLOWING CLAUSES ARE INCORPORATED BY REFERENCE AND ARE SELF-DELETING IF NOT APPLICABLE:

- 3.1.7-2 Organizational Conflicts of Interest
 - 3.2.2.7-6 Protecting the Government's Interest when Subcontracting with Contractors Debarred, Suspended, or Proposed for Debarment
 - 3.2.28-1 New Material
 - 3.2.2.8-3 Delivery of Excess Quantities
 - 3.2.5-1 Officials Not to Benefit
 - 3.2.5-3 Gratuities or Gifts
 - 3.2.5-4 Contingent Fees
 - 3.2.5-5 Anti-Kickback Procedures
 - 3.2.5-8 Whistleblower Protection for Contract Employees
 - 3.3.1-1 Payments
 - 3.3.1-6 Discounts for Prompt Payment
 - 3.3.1-9 Interest
 - 3.3.1-17 Prompt Payment
 - 3.3.1-33 Central Contractor Registration
 - 3.3.1-34 Payment by Electronic Funds Transfer/Central Contractor Registration
 - 3.4.2-6 Taxes—Contracts Performed in US Possessions or Puerto Rico
 - 3.4.2-7 Federal, State, and Local Taxes—Fixed Price Noncompetitive Contract
 - 3.2.4-8 Federal, State, and Local Taxes Fixed Price Contract
 - 3.6.2-2 Convict Labor
 - 3.6.2-9 Equal Opportunity
 - 3.6.3-15 Material Requirements
 - 3.6.3-16 Drug Free Workplace
 - 3.6.4-1 Waiver of Buy American Act for Civil Aircraft and Related Articles
 - 3.6.4-2 Buy American Act—Supplies
 - 3.6.4-10 Restrictions on Certain Foreign Purchases
 - 3.6.4-12 European Union Sanction for End Products (applicable under \$190K)
 - 3.7-1 Privacy Act Notification
 - 3.7-2 Privacy Act
 - 3.9.1-1 Contract Disputes
 - 3.9.1-2 Protest After Award
 - 3.9.1-3 Protest (this is for SIRs only)
 - 3.10.1-7 Bankruptcy
 - 3.10.1-11 Government Delay of Work
 - 3.10.1-12 Changes—Fixed Price
Changes—Fixed Price Alt I
Changes—Fixed price Alt II
 - 3.10.1-25 Novation and Change-Of-Name Agreements
 - 3.10.4-1 Contractor Inspection Requirements
 - 3.10.4-2 Inspection of Supplies—Fixed Price
 - 3.10.4-4 Inspection of Services—both Fixed Price & Cost Reimbursement
 - 3.10.4-16 Responsibility for Supplies
 - 3.10.6-1 Termination for Convenience of the Government (Fixed Price)
 - 3.10.6-4 Default (Fixed Price Supply and Service)
 - 3.13-5 Seat Belt Use by Contractor Employees
- THE FOLLOWING CLAUSES AND/OR PROVISIONS ARE APPLICABLE ONLY WHEN REFERENCED BY NUMBER ON THE PURCHASE ORDER**
- 1. 3.10.9-4 First Article Approval—Contractor Testing (Number of units to be delivered, delivery time, and delivery address are specified in Schedule)
 - 2. 3.10.9-2 First Article Approval—Government Testing (Number of units to be delivered, delivery time, and delivery address are specified in Schedule)
 - 3. 3.2.2.8-2 Variation in Quantity (Permissible variation is stated in the Schedule)
 - 4. 3.2.5-7 Disclosure regarding Payments to Influence Certain Federal Transactions (This applies if over \$100K)
 - 5. 3.6.2-1 Contract Work Hours and Safety Standards Act—Overtime Compensation (Not if commercial or under \$100K)
 - 6. 3.6.2-4 Walsh-Healey Public Contracts Act

- 7. 3.6.2-12 Affirmative Action for Special Disabled and Vietnam Era Veterans
- 8. 3.6.2-13 Affirmative Action for Handicapped Workers
- 9. 3.6.2-14 Employment Reports on Special Disabled Veterans and Veterans of Vietnam Era
- 10. 3.3.1-8 Extras
- 11. 3.6.2-28 Service Contract Act of 1965, as Amended
- 12. 3.6.2-29 Statement of Equivalent Rates for Federal Hires (Employee Class & Monetary Wage-Fringe Benefits Specified in Schedule)
- 13. 3.6.2-31 Fair Labor Standards Act and Service Contract Act—Price Adjustment
- 14. 3.6.2-33 Exemption from Application of Service Contract Act Provisions
- 15. 3.6.3-2 Clean Air and Clean Water (applies if over \$100K)
- 16. 3.6.3-3 Hazardous Material Identification and Material Safety Data
- 17. 3.6.3-4 Recovered Material Certification
- 18. 3.8.2-9 Site Visit
- 19. 3.8.2-10 Protection of Government Buildings, Equipment and Vegetation
- 20-30. RESERVED
- 31. 3.3.1-24 Fast Payment Procedures
- 32. **ADVANCE PAYMENTS:** The Contractor's invoices must be submitted before payment can be made. The Contractor will be paid on the basis of the invoice, which must state (a) the starting and ending dates of the items specified in the Schedule, and (b) either that orders have been placed in effect for the addresses required, or that the orders will be placed in effect upon receipt of payment.
- 33. **NOTICE TO SUPPLIER:** This is a firm order ONLY if your price does not exceed the maximum line item or total price in the Schedule. Submit invoices to the Contracting Officer. If you cannot perform in exact accordance with this order, WITHHOLD PERFORMANCE and notify the Contracting Officer immediately, giving your quotation.
- 34-36. RESERVED
- 37. 3.11-34 F.O.B. Destination
- 38. RESERVED
- 39. **TRANSPORTATION COST – GOVERNMENT:** Prepay shipping charges and bill as a separate item on invoice. If shipping charges exceed \$100, a prepaid freight receipt must accompany the invoice. The Commercial bill of lading must be marked **THESE TRANSPORTATION CHARGES ARE TO BE PAID AS A SEPARATE AND DIRECT ITEM BY THE U.S. GOVERNMENT. THEREFORE, ANY SPECIAL U.S. GOVERNMENT TRANSPORTATION RATES MUST BE APPLIED.**
- 40-41. RESERVED
- 42. **CUSTOMS DUTIES AND CLEARANCE:** All import shipments will be shipped in bond to Oklahoma City, Oklahoma. Clearance will be made of customs duties paid by the Government. For F.O.B. Destination shipments, these costs will be deducted from the contractor's invoice or billed to the contractor. This in no way relieves the contractor of responsibility for transportation charges or damage in shipment on F.O.B. Destination orders.
- 43. **NO SUBSTITUTE OR CHANGE:** No substitution or changes shall be made without prior approval of the Contracting Officer.
- 44. RESERVED.
- 45. **PACKING SLIP—Form 4650-12:** these are warranty repair items and are being shipped under separate cover with FAA Form 4650-12 as packing slip.
- 46-48. RESERVED.
- 49. **OVERHAUL OF AIRCRAFT APPLIANCES AND COMPONENTS** AC Form 4450-26 is attached and made a part hereof.
- 50-51. RESERVED.
- 52. **ACQUISITION OF AIRCRAFT APPLIANCES AND COMPONENTS:** AC Form 4450-29 is attached and made a part hereof.
- 53-60. RESERVED.

61. PRESERVATION/PACKAGING, PACKING, AND MARKING:

a. All items unless otherwise specified shall be individually packaged to American Society for Testing and Materials (ASTM) D 3951 (packaging). "Standard Practices for Commercial Packaging are encouraged (unless it is shown that commercial packaging practices cannot provide adequate protection and preservation). MIL-STD-2073-1 is applied only when commercial packaging cannot meet known distribution and environmental requirements. Details and decision logic for the use of this standard are described in 1.1, 1.2, figure 1, and 6.10.

b. Electrostatic or electromagnetic sensitive items shall be initially wrapped in Electrostatic Sensitive Discharge (ESD) shielding material conforming to MIL-STD-2073-1, Code GX, Preserve by Method 41.

c. ESD intermediate and exterior containers shall be marked with the yellow and black ESD label IAW MIL-STD-129, "Marking for Shipment and Storage."

d. Common hardware items shall be packaged in multiple unit pack quantities compatible with the unit of issue (UI) or Quantity per Unit Pack (QUP). **BULK QUANTITIES ARE NOT ACCEPTABLE.**

e. Assemblies, modules and equipment shall be marked with a serial number to serve as a unique identifier.

f. Labels should include:

NATIONAL STOCK NUMBER

MANUFACTURER'S NAME

NOUN

PART NUMBER

QUANTITY AND UNIT OF ISSUE

LEVEL OF PROTECTION AND DATE PACKED

PO NUMBER/CONTRACT NUMBER

SERIAL NUMBER (if applicable)

g. Items received noncompliant with preservation and packaging (especially ESD protection) are subject to be returned at no cost to the Government. In the event of an urgent need, the FAA may exercise the following action: The noncompliant packaged items will be retained and repackaged to specification at the FAA location. The FAA shall deduct packaging charges from the Purchase Order (PO). Noncompliant ESD packages WILL be returned.

h. The following paragraph concerns only FAA items that are shipped to a contractor for repair:

The FAA will endeavor to ship all items in reusable containers. All items shall be returned to the FAA in the same or equal containers (see a. above). In those instances where material is shipped in specialized containers (e.g., plastic/fiberglass shipping cases, metal crates, etc.), that material will be returned in the original container.

FAA CONTACT FOR QUESTIONS REGARDING PACKAGING:

Ronnie DeLoach (405) 954-5432, or

Wallace Hampton (405) 954-1615, AML-1010

Copies of the ASTMs can be attained from:

ASTM

100 Barr Harbor Dr.

West Conshohocken, PA 19428

(610) 832-9500

Copies of MIL STD 129 can be attained from:

DODSSP

Customer Service

Standardization Documents Order Desk

700 Robbins Avenue Building 4D

Philadelphia, PA 19111-5094